

**Example of an Implementation Agreement for
— Depot Maintenance PPP Agreement —**

IMPLEMENTATION AGREEMENT (IA)

Between

Company

And

Depot

Prime Contract/Order: *(Add if applicable—if not, delete.)*

Partnership Number: _____

IA Number: _____

Authority: _____

Specific Workload:

Period of Performance: _____ **through** _____

General Scope of Work: The purpose of this Implementation Agreement (IA) is to establish the working relationship between *Depot* and _____. This IA defines requirements for _____ listed herein, in support of _____.

(Contractor's Company Name)	<i>Depot</i>
_____ (Signature)	_____ (Signature)
Name: Title:	Name: Title: Depot Contracting Office
Date: (Print or type Name and Title)	Date:

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SECTION A – Specific Assumptions/Provisions

Assumptions: The assumptions included within this IA are set forth below. Deviation from these assumptions may become justification for an equitable adjustment to the proposed costs and schedules provided under Article ____ of the _____ (*Direct Sales Partnership Agreement or Workshare Agreement*).

(The following are examples only.)

A.1. Configuration —

A.2. Component Removal — *Depot* will remove and replace _____

A.3. Contents —

A.4. Shipping Issues —

A.5. Progress Reporting — *Depot* will submit periodic progress reports to the contractor's designated representative(s) IAW SOW paragraph _____. Reports will be provided on digital format and sent via email to the contractor's designated recipient.

A.6. Travel — This IA does not include any costs associated with travel to design and/or producibility reviews necessary for performance under this program. Added costs for such activity will be reimbursed by _____.

A.7. Tooling — *Depot* has not identified any special tooling required for performance under this IA. In the event special tooling not currently available to *Depot* is required due to changes in drawings, specifications, or configuration input/output, _____ will provide full funding for *Depot* to manufacture and/or procure necessary tooling in support of this program.

A.8. Fixtures —

A.9. Disposal — All components removed and not reinstalled during the course of this effort will be disposed of at the discretion of *Depot*.

A.10. Testing — All hydraulics will be leak-tested only. *Depot* will not perform system tests on hydraulic components. Non-destructive testing will be performed on hinges and designated "safety of flight" items.

A.11. Verification — Upon receipt by *Depot*, the contractor will verify configuration of assets.

A.12. Insulation —

A.13. Alignment — All critical items (e.g., latch pins, actuator supports, etc.) will be optically aligned. No hard tooling will be required.

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A.14. Quality Assurance — *Depot* will utilize and rely upon existing Production Acceptance Certification (PAC) quality programs and procedures to assure product and process quality for this requirement. The *Depot* quality plan meets the requirements of Air Force Materiel Command Instruction (AFMCI) 21-108, Production Acceptance Certification (PAC) and Organic Depot Maintenance, and AFMCI 21-115, Depot Maintenance Quality Assurance. The *Depot* plan is based on the criteria for International Standard Organization (ISO) 9000 Quality System. No Defense Contract Management Agency (DCMA) involvement is assumed.

A.15. Engineering Support — *Depot* assumes the contractor will furnish engineering support on an on-call basis throughout the duration of this program. *Depot* further assumes the parties will reach agreement on an acceptable time standard for response and/or approval of requests for support and/or accomplishment of Over & Above work. Delays in response beyond the negotiated standard, or in other cases where a standard may not be applicable, may impact *Depot's* ability to proceed in accordance with stated time schedules. Accordingly, under such circumstances, the parties will agree to an equitable adjustment in terms of schedule and cost, as applicable.

A.16. Essential Data — The contractor will furnish to *Depot* and/or make available via electronic access, and "Essential Data". "Essential Data" is defined as the technical data, computer software, and contractor and commercial standards regardless of the form or method of recording required to accomplish modifications and/or repairs assigned by the contractor. Contractor drawing specifications will be made compatible with current specifications used by *Depot*.

A.17. Contractor-Furnished Material —

A.18. Asset Condition — Assets received for modification are assumed to be in serviceable condition and will not be warped or damaged.

(If IA issued under WSA, add the following.)

A.19. Advance Funding — _____ will provide all advance funding required for the *Depot* to perform the services specified in Section B by establishing a Project Order (AFMC Form 181) and routing the funds to the *Depot* using a Temporary Work Request (AFMC Form 206).

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SECTION B – SCHEDULE OF SUPPLIES OR SERVICES AND PRICES

(Tailor Section B headers and notes as necessary.)

The priced items listed below reflect known or best-estimated quantities (BEQs).

<u>ITEM NR</u>	<u>DESCRIPTION</u>	<u>QTY/UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
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Notes:

(1) O&A work is not anticipated or included in this IA. In the event O&A work is later identified, changes to this IA will be made IAW Article ____ of the ____ (*DSPA or WSA*).

(For IA issued under a DSPA)

(2) All Schedule B prices for Government Fiscal Year (GFY) 20__ and beyond are subject to adjustment IAW the DoD Financial Management Regulation, DoD 7000.14-R; therefore, all prices represented for GFY20__ and beyond are Rough Order of Magnitude (ROM) prices.

(For IA issued under a WSA)

(2) Services provided pursuant to this IA will be performed and charged on Temporary Work Requests, AFMC Forms 206, at the established fiscal year hourly rates from each contributing Resource Control Center (RCC) for each hour of work earned. The hourly rates charged for each earned hour from the contributing RCCs will be charged at the Fiscal Year Budgeted Sales Rate(s) assigned to the contributing RCCs within the *Depot's* Maintenance Directorate.

(3) All fiscal year rates charged for services completed beginning in Government Fiscal Year 20__ and beyond, are subject to adjustment IAW the DoD Financial Management Regulation, DoD 7000.14-R.

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SECTION C – DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

All services described herein shall be performed in accordance with Statement of Work _____ dated _____, attached hereto.

SECTION D – PACKAGING AND MARKING

Items shall be repacked in original packaging/boxes for shipment. Shipment address:

Mark For: _____

SECTION E – INSPECTION AND ACCEPTANCE

Inspection and acceptance of the supplies/services provided hereunder shall be in accordance with Article ____ of the _____ (*DSPA or WSA*). Upon completion of the Work Control document/package, *Depot*____ will provide a completed Certificate of Conformance (signed by the cognizant *Depot*____ scheduler) to the contractor. A Certificate of Conformance template is attached hereto.

SECTION F – DELIVERIES OR PERFORMANCE

The period of performance for the items set forth in Section B is estimated below based on aircraft induction, engineering completion dates and estimate of time required to perform the task. This information is provided for pricing basis only.

<u>Line Item</u>	<u>Task Start</u>	<u>Task End</u>	<u>Quantity/Model</u>
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SECTION G – IA ADMINISTRATIVE INFORMATION

Contractor Business POC – Name: _____
Title: _____
Phone: _____

Contractor Technical POC – Name: _____
Title: _____
Phone: _____

Government Partnering POC – Name: _____
Title: _____
Phone: _____

Government Technical POC – Name: _____
Title: _____
Phone: _____

SECTION H – SPECIAL REQUIREMENTS

(If not applicable, state “None.”)

SECTION J – LIST OF ATTACHMENTS

<u>ATCH</u>	<u>TITLE</u>	<u>DATE</u>	<u>NR OF PAGES</u>
1	Statement of Work	_____	_____
2	Certificate of Conformance Template	_____	1

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ATTACHMENT 1

Statement of Work

(to be inserted here)

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ATTACHMENT 2

Certificate of Conformance

I certify that as of _____ (*insert date*), *Depot* has furnished the supplies/ services specified by Implementation Agreement Number _____, which was issued pursuant to _____ (*Direct Sales Partnership Agreement or Workshare Agreement*) Number _____. All supplies/ services provided are of the quality specified and conform to all contract requirements.

Date of Execution: _____

Government Signature: _____

Name: _____

Government Title: _____